Supreme Court, U.S.
FILED

05-560 OCT 31 2005

OFFICE OF THE CLERK

No.

In the

Supreme Court of the United States

STEPHEN J DeBIASSE,

Petitioner,

v.

CHEVY CHASE BANK CORP.;
ZUCKER, GOLDBERG & ACKERMAN,
Counsel for Chevy Chase Bank Corp.;
SUPERIOR COURT OF NEW JERSEY,
CHANCERY DIVISION,
MORRIS COUNTY, NEW JERSEY;
MORRIS COUNTY SHERIFF DEPARTMENT,
Morris County, New Jersey;
SHERIFF ROCHFORD, Morris County Sheriff,
Morris County, New Jersey;
AND ALL PERSONS KNOWN AND UNKNOWN.

Respondents.

On Petition For Writ Of Certiorari
To The United States Court Of Appeals
For The Third Circuit

PETITION FOR WRIT OF CERTIORARI

Stephen J. DeBiasse
106 Shunpike Road
Madison
Vicinage of Morris
New Jersey State
(973) 377-0857 Phone
(862) 812-7055 Cell
pro se Petitioner

QUESTIONS PRESENTED

Weather any State Court, Federal Court or any other State or Federal governmental agency has jurisdiction and authority to seize Treaty protected property by way of foreclosure judgment and sheriff sale levied upon said property in State Court. Where the owner of said property has secured valid Letters Patent, which are given full force and effect through the ratification of the Treaty of Paris in 1783:

1. Constitutes the State Court in question operating outside the bounds of its jurisdiction and authority?

2. Constitutes a Federal question with the Federal Courts having sole jurisdiction in the matter?

3. Constitutes a violation of Article VI, Clause two of the Constitution of the United States?

4. Constitutes Letters Patent, Land Grants and Land Patents being the highest title in Law and Equity and being unassailable?

LIST OF PARTIES

Stephen J. DeBiasse was the sole plaintiff before the United States District Court, District of New Jersey. Stephen J. DeBiasse was the sole Appellant before the United States Court of Appeals for the Third Circuit. Stephen J. DeBiasse is the sole Petitioner.

Respondents named in the caption are joined in their official capacities, and they, or their predecessors, were defendants before the United States District Court for the District of New Jersey and Appellees before the United States Court of Appeals for the Third Circuit.

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The opinion of the Third Circuit from which review is sought is reproduced at App. 2-5. The order of the U.S. District Court for the District of New Jersey is reproduced at App. 6.

STATEMENT OF JURISDICTION

The Supreme Court of the United States has jurisdiction to hear this case under Article III of the United States Constitution and has the power to grant *certiorari* under 28 U.S.C.§ 1254. The judgment sought to be reviewed was entered on August 4, 2005, by the U.S. Court of Appeals for the Third Circuit.

CONSTITUTIONAL PROVISIONS INVOLVED

Article III, Section two, Clause one of the United States Constitution states:

The judicial Power shall extend to all Cases, in Law and Equity, arising under this Constitution, the Laws of the United States, and Treaties made, *or* which shall be made, under their Authority…

U.S. Const. Article III.

Article VI, Clause two of the United States Constitution states:

> This Constitution, and the Laws of the United States which shall be made in Pursuance there of; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the Supreme Law of the Land; and the Judges in every State shall be bound thereby, any thing in the Constitution or Laws of any State to the Contrary notwithstanding.

U.S. Const. Article VI.

STATEMENT OF THE CASE

On March 28, 2005, Stephen J.DeBaisse brought a complaint [Civil Action No.05-CV-1681 (DMC)] in the United States District Court for the District of New Jersey against Chevy Chase Bank Corp.; Zucker, Goldberg & Ackerman; Superior Court of New Jersey, Chancery Division Morris County, New Jersey; Morris County Sheriff Dept.; Sheriff Rochford, Morris County Sheriff challenging the foreclosure judgment issued by the Superior Court of New Jersey, Morris County on January 25, 2005.

On April 8, 2005 The Hon. Dennis M. Cavanaugh, U.S.D.J. granted a hearing in the United States District Court for the District of New Jersey and dismissed the complaint for lack of jurisdiction. App. 6.

On May 4, 2005 Mr. DeBiasse filed Notice of Appeal to the U.S. Court of Appeals Third Circuit.

On May 10, 2005, Mr. DeBiasse filed a Motion for Emergent Injunctive Relief in the United States District Court for the District of New Jersey. On May 13, 2005 The Hon. Dennis M. Cavanaugh, U.S.D.J. denied the Motion for lack of jurisdiction. Also on May 10, 2005 a Motion for Emergent Injunctive Relief was filed in United States Court of Appeals for the Third Circuit.

On June 14, 2005 because of lack of action on the part of the Courts and the imminent Sheriff's Sale pending on the property located at 106 Shunpike Road. Mr. DeBiasse had no recourse, but to file a Chapter 13 bankruptcy action in Federal Court in Newark, New Jersey in order to prevent any further irreparable injury.

On June 23, 2005 Appellant filed a brief with the United States Court of Appeals for the Third Circuit. On August 4, 2005 the United States Court of Appeals for the Third Circuit filed a judgment, App.1, with an opinion, App. 2-5, affirming the lower Court and also denied the motion for emergency injunctive relief

Mr. DeBiasse's Petition for *Writ of Certiorari* follows.

STATEMENT OF FACTS

On February 23, 2004, a foreclosure action was filed in Superior Court of New Jersey, Chancery Division, Morris County. Prior to that date Mr. DeBiasse had been in constant contact with Chevy Chase Bank Corp. in an effort to resolve the mortgage deficiency and work out a payment plan to get the mortgage current. In the middle of working out payment arrangements Chevy Chase Bank Corp. filed a foreclosure action in Superior Court.

On April 1, 2004 Mr. DeBiasse drafted, signed and mailed to Chevy Chase Bank Corp. a Promissory Note for the sum of the full balance owed on the mortgage note at 106 Shunpike Road in Madison, New Jersey, App. 8 After receiving Mr. DeBiasse's Promissory Note Chevy Chase Bank Corp. returned the Note to him with a letter saying that it was of no legal or equitable value. Foreclosure proceedings continued unabated despite Mr. DeBiasse's efforts to the contrary.

Prior to and during the time that a work out plan was being attempted Mr. DeBiasse was in the process of giving public notice of his "Assignee's Declaration Of Land Patent", App. 20-25, which was commenced on February 6th 2004 and continued for at least 60 days unabated until April 23rd 2004.

Public notice consists of displaying the Declaration Of Land Patent in a "public place" or "the pubic square" as it is historically referred to in common law jurisdictions. Also posting notice in the local newspaper for the vicinage in question for an eight week duration. As this petition is being drafted a copy of the Declaration still hangs on the bulletin board on the 4th floor of the County Administration and Records Building in Morristown, New Jersey. The first few weeks Mr. DeBiasse posted notice of his "Assignee's Declaration Of Land

Patent" a copy was also posted on the bulletin board, which was used to post pending Sheriff Sales of foreclosed properties in the Morris County Sheriff's Office on the 4th floor of the Washington Building, Morristown, New Jersey, until it was removed by the Sheriff, at which time, Mr. DeBiasse was told he could no longer legally post such a document.

On May 17, 2004 Mr. DeBiasse filed a copy of his "Assignee's Declaration Of Land Patent" with the Superior Court of New Jersey, Chancery Division, Morris County, App.7, and also send a copy to Chevy Chase Bank Corp. via their legal counsel Zucker, Goldberg & Ackerman.

Despite Mr. DeBiasse's best efforts to resolve the situation a default judgment was entered on January 25, 2005 in Superior Court, Chancery Division of Morris County.

REASONS FOR GRANTING THE WRIT

I. A DIRECT CONFLICT EXISTS BETWEEN THE THIRD CIRCUIT'S DECISION AND THE LETTERS PATENT JURISPRUDENCE OF THIS COURT AND THE COURTS OF APPEALS.

A This Court has held that lands granted by Letters Patent are immune to collateral attack, weather in the State or Federal Courts.

The Federal Courts have a long history of cases involving Letters Patent, Land Grants and Land Patents. This is evident by all the case law, which has been decided in this area since the Courts were first empowered by the Congress to convene. Before there was a Federal government or any State governments the American people developed a stable system of land ownership and transfer. The historical method of transferring land was through Letters Patent or Land Grants. This type of transfer imparted to the patentee a unique type of ownership referred to as 'allodial' "Held in absolute ownership, pertaining to an allodium.", Black's Law Dictionary, 7th Ed. 1999. In other words the patentee has 'sovereign' ownership of his land the same as the King in Common Law England. In *James v. Campbell*. 104 U.S. 356 (1881), this Court held that the government of the United States, as well as the citizen, is subject to the Constitution and when it grants a patent the grantee is entitled to it as a matter of right, and does not receive it as a matter of grace and favor.

The administration of the land system in the United States is vested in the Executive Department of the government, at first in the Treasury and now in the Interior Department. The American people, newly established sovereigns in this republic after the victory achieved during the Revolutionary War, became complete owners in their land, beholden to no lord or superior; sovereign freeholders in the land. These freeholders in the original thirteen states now held land allodially that they possessed before the war only feudally. This new and more

powerful title protected the sovereigns from unwarranted intrusions or attempted takings of their land, and more importantly it secured in them a right to own land absolutely in perpetuity. By definition, the word perpetuity means, "The state of continuing forever", Black's Law Dictionary, 7th Ed. 1999. In *United States v. Creek Nation*, 295 U.S. 103 (1935), this Court held patents from their inception were to effect a change of ownership and were the most accredited type of conveyance known to our law.

B. The Federal Courts are the proper jurisdiction for this matter and any other questions relating to treaty law and land patents.

The issue of Federal jurisdiction was addressed early in the Courts history and has been re-visited in *Ex-Parte Young* 209 U.S. 123 (1908), when Justice Peckham stated:

> "The question of jurisdiction, whether of the circuit court or of this court, is frequently a delicate matter to deal with, and it is especially so in this case, where the material and most important objection to the jurisdiction of the circuit court is the assertion that the suit is, in effect, against one of the states of the Union. It is a question, however, which we are called upon, and which it is our duty to decide. Under these circumstances, the language of Chief Justice Marshalin Cohen v. Virginia, 6 Wheat. 264-404, 5 L. ed. 257-291, is most apposite. In that case he said: 'It is most true that this court will not take jurisdiction if it should not; but it is equally true that it must take jurisdiction if it should. The judiciary cannot, as the legislature may, avoid a measure because it approaches the confines of the Constitution. We cannot pass it by because it is doubtful. With whatever doubts, with whatever difficulties, a case may be attended, we must decide it, if it be brought before us. We have no more right to decline the exercise of

jurisdiction which is given, than to usurp that which is not given. The one or the other would be treason to the Constitution. Questions may occur which we would gladly avoid, but we cannot avoid them. All we can do is to exercise our best judgment, and conscientiously to perform our duty.'

Congress obviously had in mind a construction that gives effect to a patent that is preferred over any other form of title in existence. The construction of a federal grant by a state court is always controlled by the federal decisions on the same subject. In *Miller v. Little,* 47 Cal. 348, 350 (1874), the Federal Courts affirmed the power of the United States to dispose of the public lands on such terms and conditions, and subject to such restrictions and limitations as in its judgment will best promote the public welfare, even if the condition is to exempt the land from sale on execution issued or judgment recovered in a state court for a debt contracted before the patent issues.

Congress was given the power to create a vehicle to divest the Federal government of all its right and interest in the land. The Land Patent was to place such total ownership in the hands of the sovereign freeholders who, in turn, collectively created the government. In *James v. Campbell,* 104 U.S. 356 (1881), this Court revered the Letters-Patent to the extent that when the government of the United States grants Letters Patent for a new invention or discovery in the arts, it confers upon the patentee an exclusive property in the patented invention which cannot be appropriated or used by the government itself, without just compensation, any more than it can appropriate or use without compensation land which has been patented to a private purchaser.

C. This Court has stare decisis that dates back to its inception which has upheld the validity of

Letters Patent and the supremacy of Treaty Law.

One of the prerequisites for new states to join the United States was to turn over all their unappropriated lands within the confines of that state to the Federal authority. In effect all the unclaimed lands became the property of all the citizens in America. All the unappropiated land was held in trust by the Federal Government for later distribution by a vehicle known as a Land Patent. Most if not all of the ori_inal thirteen states had no unappropiated land because of Land Grants that were made to original settlers by the British Crown. These Land Grants were called 'Letters Patent', which meant that the recipient owned the land with the same authority as a sovereign. In *Georgia v. Brailsford,* 3 U.S. 1 (1794), Chief Justice Jay's Opinion of the Court spelled out the supremacy of the Treaty of Paris of 1783. The Court found that the debts due to Brailsford, a British subject, residing in Great Britain, were by statute of Georgia subjected, not to confiscation, but only to sequestration; and therefore, that his right to recover them, revived at the peace, both by the law of nations and the treaty of peace. This Court went on to say that the Peace alone restored the right of action to the original creditors and that the treaty expressly revives the right of action, by removing all legal impediments to the recovery of bona-fide debts, and that the treaty *is* the supreme law of the land, by virtue of the Federal Constitution.

II. DIRECT CONFLICT EXISTS BETWEEN THE LOWER COURTS AND THIS COURT IN REGARDS TO THE ISSUENCE OF INJUNCTIVE RELIEF.

A This Court historically has erred on the side of caution when irreparable harm and due process are at stake.

Injunctive relief from the Court affords the petitioner the ample time and protection to prove a Letters Patent claim. The lower Courts appear to have no concern for Article VI, Clause two of the Constitution, which affords the appellant the 'benefit of the doubt'. In *Gibbs v. Buck*, 307 U.S. 66 (1939), this Court realized that the more prudent approach dictated "the filing of the finding of facts and conclusions of law before or comtemporaneously with the order or decree. It would be useless however, to reverse the order granting the temporary injunction and remand the case."

It seems evident that this Court was concerned with equitable protection first and constitutionality satisfactorily determined upon final hearing of petitioner's proofs. In *Younger v. Harris*, this Court acknowledged that there are always extraordinary circumstances in which the irreparable injury can be shown even without the usual prerequisites. Also that unusual situations might arise calling for federal intervention. This is ample evidence that the Courts historically have erred on the side of caution where equitable harm and constitutional error are the results.

B The established procedures for perfecting a patent or challenging a patent have always been set forth in this Court.

The legal procedures taken to update a Land Grant involve Common Law processes, which two hundred years ago were very common place. With the advent of modern society, the adoption of the UCC and public policy law it has become a challenging and costly endeavor. The main components to consider are the 'Assignee's Declaration Of Land Patent, Posting Affidavits, Posting in the Local Newspaper, which becomes a costly item, and the physical posting of the Declaration. In

Summa Corp. v. California Ex Rel. Lands Comm'n, 466 U.S. 198 (1984), this Court held that any challenges brought after the proceedings would not be heard and the Land Grant could not be collaterally attacked by the Government. Also that the interest claimed by California was of such substantial magnitude that regardless of the fact that the claim was asserted by the State in its sovereign capacity, that interest, must have been presented in the patent proceeding or be barred.

III. THIS CASE INVOLVES A MATTER OF EXCEPTIONAL CONSTITUTIONAL IMPORTANCE THAT REQUIRES RESOLUTION BY THIS COURT.

A In this Court legal title has always rested in the Patent holder who is immune to collateral attack.

As mentioned previously patents are valid in perpetuity, which means that they can not be extinguished. Even if they fall into obscurity they never lose their power and effect. Letters Patents, once granted, can be passed on to your heirs and assigns 'forever'. In *Marks v. Dickson,* 61 U.S. 501 (1857), the acts of Congress and its officers are charged with the disposal of the public domain. They are empowered to determine the construction of those acts so far as it relates to the rights claimed under them. This is a portion of the political power of the government, and courts of justice must never interfere with it.

With the enactment of the Treaty of Paris in 1783 the New Nation was born and all estates, rights and properties of British subjects were restored. This action restored all Letters Patent, which were in effect before the War. New Jersey was given back to the East and West Jersey Proprietors who were the original heirs and assigns of James Duke of York. The United States of America is firmly planted on the North American Continent today only because of Treaties and the Treaty Law that give them force and effect.

Because the decision of the Third Circuit is in direct conflict with the established *stare decisis* of this Court with regards to Letters Patent and Land Patents this Court should grant this Petition.

CONCLUSION

For all of the above reasons, this Court has no other logical choice but to grant this Petition.

Respectfully submitted,

Stephen J. DeBiasse
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(973) 377-0857 Phone
(862) 812-7055 Cell

pro se Petitioner

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CPS-278

UNITED STATES COURT OF APPEALS
FOR THE THIRD CIRCUIT

No.05-2452

STEPHEN J. DeBIASSE,

Appellant

v.

CHEVY CHASE BANK CORP.; ZUCKER, GOLDBERG & ACKERMAN; SUPERIOR COURT OF N.J., CHANCERY DIVISION MORRIS COUNTY; MORRIS COUNTY SHERIFF DEP'T; SHERIFF ROCHFORD; ALL PERSONS KNOWN AND UNKNOWN

On Appeal From the United States District Court
For the District of New Jersey
(D.C. Civ. No. 05-cv-01681)
District Judge: Honorable Dennis M. Cavanaugh

Submitted Under Third Circuit L.A.R. 27.4 and I.O.P. 10.6
JUNE 23, 2005
Before: ALITO, MCKEE and AMBRO, Circuit Judges

JUDGMENT

This cause came on to be heard or. the record from the United States District Court for the District of New Jersey and was submitted pursuant to Third Circuit L.A.R. 27.4 and I.O.P. 10.6. On consideration whereof, it is now here

ORDERED AND ADJUDGED by this Court that the judgment of the District Court entered April 12, 2005, be and the same is hereby affirmed. All of the above in accordance with the opinion of this Court.

ATTEST:
/s/ Kathleen Brouwer
Chief Deputy Clerk

Dated: August 4, 2005

CPS-278 NOT PRECEDENTIAL

UNITED STATES COURT OF APPEALS
FOR THE THIRD CIRCUIT

No. 05-2452

STEPHEN J. DeBIASSE,

Appellant

v.

CHEVY CHASE BANK CORP.; ZUCKER, GOLDBERG & ACKERMAN; SUPERIOR COURT OF N.J., CHANCERY DIVISION MORRIS COUNTY; MORRIS COUNTY SHERIFF DEP'T; SHERIFF ROCHFORD; ALL PERSONS KNOWN AND UNKNOWN

On Appeal From the United States District Court
For the District of New Jersey
(D.C. Civ. No. 05-cv-01681)
District Judge: Honorable Dennis M. Cavanaugh

Submitted Under Third Circuit L.A.R. 27.4 and I.O.P. 10.6
JUNE 23, 2005

Before: ALITO, MCKEE and AMBRO, Circuit Judges

(Filed: August 4, 2005)

OPINION

PER CURIAM

Appellant Stephen DeBiasse appeals from a District Court order dismissing for lack of jurisdiction a complaint seeking to enjoin the sale of a foreclosed property at

sheriff's auction. Because no substantial question is presented, we will summarily affirm. See L.A.R. 27.4. We will also deny DeBiasse's motion for emergency injunctive relief as moot.

In January 2003, DeBiasse executed a mortgage on a property in Madison, New Jersey with Electronic Registration Systems, as nominee for Chevy Chase Bank (CCB), in exchange for the amount of $401,250. DeBiasse defaulted on his payments. On February 23, 2004, a foreclosure action was filed under New Jersey's Fair Credit Disclosure Act. N.J. Stat. Ann. §§ 2A:50-53 to 50-68. DeBiasse did not oppose the motion. The Superior Court, Chancery Division of Morris County, issued a default judgment on January 25, 2005.

A Sheriffs sale was scheduled for early April 2005. Shortly before the sale, DeBiasse filed a complaint in the United States District Court for the District of New Jersey claiming that the scheduled foreclosure was a violation of his "perfected letters patent." The District Court dismissed the complaint for lack of jurisdiction. DeBiasse appealed. He initially filed a motion for an emergency injunction to prevent the sale of the property. Before a ruling issued, DeBiasse filed a bankruptcy action which automatically stays the sale. See 11 U.S.C. § 362. DeBiasse fails to show that the District Court has either federal question jurisdiction under 28 U.S.C. § 1331, or diversity jurisdiction under 28 U.S.C. § 1332.

We exercise plenary review over the dismissal of a complaint for lack of subject matter jurisdiction. See Bakhtriger v. Elwood, 360 F.3d 414, 417 (3d Cir. 2004). Federal

question jurisdiction exists only when a plaintiff's "well pleaded complaint establishes either that federal law creates the cause of action or that the plaintiff's right to relief necessarily depends on resolution of a substantial question of federal law." Franchise Tax Bd. v. Construction Laborers Vacation Trust, 463 U.S. 1,27-28 (1983).

DeBiasse has filed with this Court a copy of a document entitled "Assignee's Declaration of Land Patent" in which he describes various entitlements equal to those given to James, Duke of York, by Charles the II on November 4, 1674. It appears from DeBiasse's filings that he intends to claim what amounts to a fee simple in his land, a claim that does not raise a federal question. Rather, a fee simple merely grants to holder the "unconditional power of disposition during one's life." See Black's Law Dictionary 615 (6th ed. 1990). DeBiasse raises no challenge to the original grant, but only to the foreclosure in response to his default on a loan. Foreclosure is a contractual matter, governed by state law. See N.J. Stat. Ann. §§ 2A:50-53 to 50-68. Thus, no federal question exists.

DeBiasse also fails to establish diversity jurisdiction. Jurisdiction under § 1332(a)(1) requires complete diversity- "that is that no plaintiff can have the same state citizenship as any of the defendants." Grand Union Supermarkets of the Virgin Islands. Inc. v. H.E. Lockhart Management. Inc., 316 F.3d 408, 410 (3d Cir. 2003) (citations omitted). DeBiasse is a citizen of New Jersey. He shares that citizenship with at least three of the four Defendants. The only party for whom citizenship is uncertain is CCB. However. we need not determine whether CCB can claim New Jersey as its principal place of business, because even if CCB is diverse, DeBiasse fails to obtain complete diversity.

Generally, when a complaint fails to establish complete diversity, a court may drop dispensable non-diverse parties upon motion or by its own initiative as justice may require. See Fed. R. Civ. P. 21; Grupo Dataflux v. Atlas Global Group. L.P., 541 U.S. 567, 124 S. Ct. 1920, 1925-26 (2004). Here, however, the Sheriff is an indispensable party as New Jersey's foreclosure statute requires the Sheriff to schedule a sale upon "receipt of any writ of execution issued by the court ...." & N.J. Stat. Ann. § 2A:5064(3)(a). The sale may be adjourned by the Sheriff or court order only. See N.J. Stat. Ann. 2A: 17-36. At the very least, the Sheriff cannot be removed from the action, thereby preventing complete diversity.

Accordingly, because no substantial question is presented, we will summarily affirm. The motion for emergency injunctive relief is denied as moot.

NOT FOR PUBLICATION **CLOSED**

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

STEPHEN J. DeBIASSE,
Plaintiff,
V.
CHEVY CHASE BANK CORP., et al.,
Defendants.

Hon. Dennis M. Cavanaugh
ORDER
Civil Action No. OS-CV-1681 (DMC)

This matter coming before the Court upon the Complaint filed by Plaintiff Stephen J.DeBiasse ("Plaintiff,') against Chevy Chase Bank Corp., the law firm of Zucker, Goldberg &Acker man, the Superior Court of New Jersey, Morris County Sheriff's Office- and Sheriff Edward Rochford to enjoin the sale of foreclosed property at a Sheriff's auction; this Court having heard argument on the issue of its subject matter jurisdiction on April 8, 2005; having carefully considered the submissions of all parties; and for good cause shown;

IT IS on this 8th day of April, 2005,
ORDERED that the Complaint filed by Plaintiff is dismissed for lack of jurisdiction.

Dennis M. Cavanaugh, U.S.D.J.

Date: April 8, 2005
Original: Clerk's Office
cc: All Counsel of Record
The Honorable Mark Falk, U.S.M.J.
File

RECEIVED & FILED
SUPERIOR COURT
2004 MAY 17 PM 3:17
CIVIL DIVISION

Stephen James DeBasse
106 Shunpike Road
Madison, New Jersey

CHEVY CHASE BANK F.S.B.
PLAINTIFF
STEPHEN DE BIASSE
Defendant(s).

SUPERIOR COURT OF
NEW JERSEY MORRIS COUNTY
CHANCERY DIVISION CIVIL ACTION
Docket No. F-371704
DECLARATION OF LAND PATENT
106 SHUNPIKE ROAD, MADISON, N.J.

Attached the documentation documentation a land patent in the name of Stephen James De Biasse for the property known as 106 Shunpike Road in Madison, New Jersey. All specifics regarding this declaration and the description of the property in question are contained in the document attached hereto.

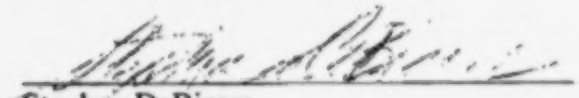
Stephen James DeBiasse

Promissory Note

April 1, 2004

FOR VALUE RECEIVED, the Undersigned promises to pay to the order of Chevy Chase Bank, F.S.B., P.O. Box 17000, Baltimore, MD 21297-0292, the sum of Four hundred and fifteen thousand one hundred and seventy-nine dollars and thirty-six cents. ($415,179.36).

Stephen DeBiasse
106 Shunpike Road
Madison, New Jersey 07940



Stephen DeBiasse

App.9

State of New Jersey
Department of State

James E McGreevy
Governor

REGENA L. THOMAS
Secretary of State

Reply to: NEW JERSEY STATE ARCHIVES DIVISION OF
ARCHIVES AND RECORDS MANAGEMENT

225 WEST STATE STREET, P.O. BOX 307
TRENTON, NJ 08625 0307
TEL. (609) 292-6260 FAX(609) 292-9105

24 March 2003
RE: Duke of York Patent
for New Jersey

To whom it may concern:

Attached find a copy of Charles II's land grant of New Jersey to James, Duke of York, dated: 4 November 1674. This is a copy of the New Jersey Secretary of State's East Jersey recorded deeds, book E-2, pp. 515-519.

Sincerely yours,
/s/ Bette M. Epstein
Bette M. Epstein
Supervising Archivist

1674

This Indenture made the ninth and twentieth day of JULY, in the twenty and sixth year of the reign of our Sovereign Lord, Charles the Second, by the grace of God of England, Scotland, France and Ireland, King, Defender of the Faith, &c. Anno Domini, one thousand six hundred seventy-four. Albany, Earl of Ulster, Lord High Admiral of Scotland and Ireland, of the one part, and Sir George Carteret of Saltrum in the County of Devon, Knight, Vice Chamberlain of his Majesty's household of the other part. WHEREAS his Majesty King Charles the Second, by his Letters Patent, under the Great Seal of: England, bearing date the twenty-ninth day of June, in the twenty-sixth year of his said Majesty's reign, did for the consideration therein mentioned, give and grant unto his said Royal Highness James Duke of York, his heirs and assigns, all that part of the main land of New England, beginning at a certain place called or known by the name of St. Croix next adjoining to New Scotland, in America; and from thence extending along the sea coast unto a certain place called Pemaquine or Pemaquid, and so up the river thereof to the furthest head of the same as it tendeth northward; and extending from thence to the river Kenebeque, and so upwards by the shortest course to the same commonly called by the several name or names of Mattowacks or Long Island, situate and being towards the west of Cape Codd and the Narrow Higansetts, abutting upon the main land between the two rivers there, called or known by the several names of Connecticutt, and Hudson's river; together also with the said river called Hudson's river, and all the lands from the west side of Connecticutt river to the east side of Delaware bay: And also several other islands and lands, in the said Letters Patent mentioned, together with the rivers, harbors, mines, minerals, quarries, woods, marshes, waters, fishing, hawking, hunting, and fowling, and all other royalties, proffits, commodities and hereditaments to the said several islands, lands and premises belonging or appertaining, to

have and to hold the said lands, islands, hereditaments and premises, with their and every of their appurtenances, unto his said Royal Highness James Duke of York, his heirs and assigns for ever; to be holden of his said Majesty, his heirs and successors as of the manner of East Greenwich in the County of Kent, in free and common soccage, yielding and paying to his said Majesty his heirs and successors of and for the same, yearly and every year, forty beaver skins, when they shall be demanded, or within ninety days after; with divers other grants, clauses, provisoes, and agreements in the said recited Letters Patents contain'd, as by the said Letters Patents, relation being "hereunto had, it cloth and may more plainly appear. Now this indenture witnesseth, that his said Royal Highness James Duke of York, for and in consideration of a competent sum of good and lawful money of England to his Royal Highness in hand paid by the said Sir George Carteret, before the ensealing and delivery of these presents, the receipt whereof his said Royal Highness James Duke of York, cloth hereby acknowledge, and thereof cloth acquit and discharge the said Sir George Carteret, his heirs and assigns for ever by these presents, bath granted, bargained, sold, released and confirmed, and by these presents cloth grant, bargain, sell, release and confirm unto the said Sir George Carteret, his heirs and assigns for ever, all that tract of land adjacent to New England, and lying and being to the westward of Long Island and Manhitas Island, and bounded on the east part by the main sea, and part by Hudson's river, and extends southward as far as a certain creek called Barnegatt, being about the middle, between Sandy Point and Cape May, and bounded on the west in a strait line from the said creek called Barnegat, to a certain Creek in Delaware river, next adjoining to and below a certain creek in Delaware river called Renkokus Kill, and from thence up the said Delaware river to the northermost branch

thereof, which is forty-one degrees and forty minutes of latitude; and on the north, crosseth over thence in a strait line to Hudson's river, in forty-one degrees of latitude; which said tract of land is hereafter to be called by the name or names of New Caeserea or New Jersey: And also all rivers, mines, minerals, woods, fishings, hawking, hunting, and fowling, and all royalties, profits, commodities, and hereditaments whatsoever, to the said lands, and premises belonging or appertaining; with their and every of their appurtenances, in as full and ample manner as the same is granted unto the said James Duke of York, by the before recited Letters Patents; and all the estate, right, title, interest benefit, advantage, claim and demand of the said James Duke of York of in and to the said lands and premises, or any part or parcel thereof, and the reversion and reversions, remainder and remainders thereof: All which said tract of land and premises were by indenture, bearing date the day before the date hereof, bargain'd and sold by the said James Duke of York, unto Sir George Carteret, for the term of one whole year to commence from the eighth and twentieth day of July next before the date hereof, under the rent of one peper corn, payable as therein is mentioned as by the said deed more plainly may appear: By force and virtue of which said indenture of bargain and sale, and of the statute made for transferring of usses into possession, the said Sir George Carteret, is in actual possession of the said tract of land and premises, and enabled to take a grant and release thereof, the said lease being made to that end and purpose, to have and to hold all and singular the said-tract of land and premises; with their, and every of their appurtenances, and every part and parcel thereof, unto the said Sir George Carteret, his heirs and assigns to the only behoof of the said Sir George Carteret his heirs and assigns for ever; yielding and paying therefore unto the said James Duke of York, his heirs and assigns, for the tract of land and premises, yearly the sum of

twenty nobles of lawful money of England, if the same shall be lawfully demanded at or in the Inner Temple Hall, I,ondon, at the feast of St. Michael the Arch Angel yearly. And the said Sir George Carteret for himself, his heirs, and assigns, cloth covenant and grant to and with the said James Duke of York, his heirs and assigns by these presents, that he the said Sir George Carteret, his heirs and assigns, shall and will well and truly pay or cause to be paid unto his said BoyalHiness James Duke of York, his heirs and assigns, the said yearly rent of twenty nobles at such time and place, and in such manner and formulas before in these presents is express'd and declared. *Provided* always and upon this condition, that the said Sir George Carteret do cause a copy of this Grant and demise to be entered with the auditor of his said Royal Highness, within one month next after the execution of this present grant and demise. IN WITNESS WHEREOF the parties to these presents have interchangeably set their hands and seals, the day and year first above written. Sign'd.

JAMES.

App. 14

The Paris Peace Treaty of 1783

(September 3, 1783)

In the name of the most holy and undivided Trinity.

It having pleased the Divine Providence to dispose the hearts of the most serene and most potent Prince George the Third, by the grace of God, king of Great Britain, France, and Ireland, defender of the faith, duke of Brunswick and Lunebourg, arch-treasurer and prince elector of the Holy Roman Empire etc., and of the United States of America, to forget all past misunderstandings and differences that have unhappily interrupted the good correspondence and friendship which they mutually wish to restore, and to establish such a beneficial and satisfactory intercourse, between the two countries upon the ground of reciprocal advantages and mutual convenience as may promote and secure to both perpetual peace and harmony; and having for this desirable end already laid the foundation of peace and reconciliation by the Provisional Articles signed at Paris on the 30th of November 1782, by the commissioners empowered on each part, which articles were agreed to be inserted in and constitute the Treaty of Peace proposed to be concluded between the Crown of Great Britain and the said United States, but which treaty was not to be concluded until terms of peace should be agreed upon between Great Britain and France and his Britannic Majesty should be ready to conclude such treaty accordingly; and the treaty between Great Britain and France having since been concluded, his Britannic Majesty and the United States of America, in order to carry into full effect the Provisional Articles above mentioned, according to the tenor thereof, have constituted and appointed, that is to say his Britannic Majesty on his part, David Hartley, Esqr., member of the Parliament of Great Britain, and the said United States on their part, John Adams, Esqr., late a commissioner of the United

States of America at the court of Versailles, late delegate in Congress from the state of Massachusetts, and chief justice said state, and minister plenipotentiary of the said United States to their high mightinesses the States General of the United Netherlands; Benjamin Franklin, Esqr., late delegate in Congress from the state of Pennsylvania, president of the convention of the said state, and minister plenipotentiary from the United States of America at the court of Versailles; John Jay, Esqr., late president of Congress and chief justice of the state of New York and minister plenipotentiary from the said United States at the court of Madrid; to be plenipotentiaries for the concluding and signing the present definitive treaty; who after having reciprocally communicated their respective full powers have agreed upon and confirmed the following articles.

Article 1:

His Brittanic Majesty acknowledges the said United States, viz., New Hampshire, Massachusetts Bay, Rhode Island and Providence Plantations, Connecticut, New York, New Jersey, Pennsylvania, Maryland, Virginia, North Carolina, South Carolina and Georgia, to be free sovereign and independent states, that he treats with them as such and for himself, his heirs, and successors, relinquishes all claims to the government, propriety, and territorial rights of the same and every part thereof

Article 2:

And that all disputes which might arise in future on the subject of the boundaries of the said United States may be prevented, it is hereby agreed and declared, that the following are and shall be their boundaries, viz.; from the northwest angle of Nova Scotia, viz., that eagle which is formed by a line drawn due north from the source of St. Croix River to the highlands; along the said highlands which divide those rivers that empty themselves into the river St. Lawrence, from those which fall

into the Atlantic Ocean, to the northwesternnmost head of Connecticut River; thence down along the middle of that river to the forty-fifth degree of north latitude; from thence by a line due west on said latitude until it strikes the river Iroquois or Cataraguy; thence alone the middle of said river into Lake Ontario: through the middle of said lake until it and the Lake of the Woods, to the said Lake of the Woods; thence through the said lake to the most northwesternmost point thereof, and from thence on a due west course to the river Mississippi; thence by a line to be drawn along the middle of the said river Mississippi until it shall intersect the northernmost part of the thirty-first degree of north latitude, South, by a line to be drawn due east from the determination of the line last mentioned in the latitude of thirty-one degrees of the equator, to the middle of the river Apalachicola or Catahouche; thence along the middle thereof to its junction with the Flint River, thence straight to the head of Saint Mary's River; and thence down along the middle of Saint Mary's River to the Atlantic Ocean; east, by a line to be drawn along the middle of the river Saint Croix, from its mouth in the Bay of Fundy to its source, and from its source directly north to the aforesaid highlands which divide the rivers that fall into the Atlantic Ocean from those which fall into the river Saint Lawrence; comprehending all islands within twenty leagues of any part of the shores of the United States, and lying between lines to be drawn due east from the points where the aforesaid boundaries between Nova Scotia on the one part and East Florida on the other shall, respectively, touch the Bay of Fundy and the Atlantic Ocean, excepting such islands as now are or heretofore have been within the limits of the said province of Nova Scotia.

Article 3:

It is agreed that the people of the United States shall continue to enjoy unmolested the right to take fish of every kind on the Grand Bank and on all the other banks of Newfoundland, also

Article 3:
It is agreed that the people of the United States shall continue to enjoy unmolested the right to take fish of every kind on the Grand Bank and on all the other banks of Newfoundland, also in the Gulf of Saint Lawrence and at all other places in the sea, where the inhabitants of both countries used at any time heretofore to fish. And also that the inhabitants of the United States shall have liberty to take fish of every kind on such part of the coast of Newfoundland as British fishermen shall use, (but not to dry or cure the same on that island) and also on the coasts, bays and creeks of all other of his Brittanic Majesty's dominions in America; and that the American fishermen shall have liberty to dry and cure fish in any of the unsettled bays, harbors, and creeks of Nova Scotia, Magdalen Islands, and Labrador, so long as the same shall remain unsettled, but so soon as the same or either of them shall be settled, it shall not be lawful for the said fishermen to dry or cure fish at such settlement without a previous agreement for that purpose with the inhabitants, proprietors, or possessors of the ground.

Article 4:
It is agreed that creditors on either side shall meet with no lawful impediment to the recovery of the full value in sterling money of all bona fide debts heretofore contracted.

Article 5:
It is agreed that Congress shall earnestly recommend it to the legislatures of the respective states to provide for the restitution of all estates, rights, and properties, which have been confiscated belonging to real British subjects; and also of the estates, rights, and properties of persons resident in districts in the possession on his Majesty's arms and who have not borne arms against the said United States. And that persons of any other decription shall have free liberty to go to any part or parts of any of the thirteen United States and therein to remain twelve months unmolested in their endeavors to obtain the restitution of such of their estates, rights, and properties as may have been

confiscated; and that Congress shall also earnestly recommend to the several states a reconsideration and revision of all acts or laws regarding the premises, so as to render the said laws or acts perfectly consistent not only with justice and equity but with that spirit of conciliation which on the return of the blessings of peace should universally prevail. And that Congress shall also earnestly recommend to the several states that the estates, rights, and properties, of such last mentioned persons shall be restored to them, they refunding to any persons who may be now in possession the bona fide price (where any has been given) which such persons may have paid on purchasing any of the said lands, rights, or properties since the confiscation.

And it is agreed that all persons who have any interest in confiscated lands, either by debts, marriage settlements, or otherwise, shall meet with no lawful impediment in the prosecution of their just rights.

Article 6:

That there shall be no future confiscations made nor any prosecutions commenced against any person or persons for, or by reason of, the part which he or they may have taken in the present war, and that no person shall on that account suffer any future loss or damage, either in his person, liberty, or property; and that those who be int confinement on such charges at the time of the ratification of the treaty in America shall be immediately set at liberty, and the prosecutions so commenced be discontinued.

Article 7:

There shall be a firm and perpetual peace between his Brittanic Majesty and the said states, and between the subjects of the one and the citizens of the other, wherefore all hostilities both by sea and land shall from henceforth cease. All prisoners on both sides shall be set at liberty, and his Brittanic Majesty shall with all convenient speed, and without causing any destruction, or carrying away any Negroes or other property of the American

inhabitants, withdraw all his armies, garrisons, and fleets from the said United States, and from every post, place, and harbor within the same; leaving in all fortifications, the American artilery that may be therein; and shall also order and cause all archives, records, deeds, and papers belonging to any of the said states, or their citizens, which in the course of the war may have fallen into the hands of his officers, to be forthwith restored and delivered to the proper states and persons to whom they belong.

Article 8:

The navigation of the river Mississippi, from its source to the ocean, shall forever remain free and open to the subjects of Great Britain and the citizens of the United States.

Article 9:

In case it should so happen that any place or territory belonging to Great Britain or to the United States should have been conquered by the arms of either from the other before the arrival of the said Provisional Articles in America, it is agreed that the same shall be restored without difficulty and without requiring any compensation.

Article 10:

The solemn ratifications of the present treaty expedited in good and due form shall be exchanged between the contracting parties in the space of six months or sooner, if possible, to be computed from the day of the signatures of the present treaty. In witness whereof we the undersigned, their ministers plenipotentiary, have in their name and in virtue of our full powers, signed with our hands the present definitive treaty and caused the seals of our arms to be affixed thereto.

Done at Paris, this third day of September in the year of our Lord, one thousand seven hundred and eighty-three.

D. HARTLEY (SEAL)
JOHN ADAMS (SEAL)
B. FRANKLIN (SEAL)
JOHN JAY (SEAL)

App. 20

Declaration of Land Patent 106 Shunpike Road,
Madison, New Jersey

Assignee's
Declaration
Of Land Patent

Jurisdiction

Pursuant to the Declaration of Independence, [1776], the Treaty of Peace with Great Britain (8 Stat. 80) known as the Treaty of Paris [1783], the recipient hereof is mandated by Article 6 paragraph 2 and 3 ofthe U.S. Constitution, Section 1 ofthe 14th Amendment, the 9 th and 10th Amendment with reference to the 7th Amendment, enforced under Section 3 of the 14th Amendment and Section 3 (1) of Article III ofthe U.S. Constitution.

This document is instructed to be attached to all deeds and/or conveyances in the name(s) of the party(ies) below shown as requiring recording of this document, in a manner known as none pro tune (as it should have been done in the beginning), by order of U.S. Supreme Law Mandate as endorsed by case history and cited herein after.

IT IS HEREBY ESTABLISHED BY ORDER OF LAW THAT Stephen James De Biasse DOES CERTIFY AND DECLARE THAT I AM THE ASSIGNEE TO A LAND PATENT OR GRANT THAT IS FILED AND KNOWN AS Charles II's land grant of New Jersey to James, Duke of York, dated 4th November 1674. A copy of which can be found with the New Jersey Secretary of State's East Jersey recorded deeds, book E-2, pp. 515-519. COPIES OF WHICH ARE ATTACHED HERETO. I FURTHER CERTIFY THAT I AM THE

ASSIGNEE TO A PORTION OF SAID PATENT OR GRANT WHICH IS LEGALLY DESCRIBED WITHIN THE ATTACHMENT hereto and thus made a part hereof.

NO CLAIM IS MADE HEREIN THAT I HAVE BEEN ASSIGNED THE ENTIRE TRACT OF LAND AS DESCRIBED IN THE ORIGINAL PATENT OR GRANT. MY ASSIGNMENT IS INCLUSIVE OF ONLY TO THE ATTACHED LEGAL DESCRIPTION. THE FILING OF THIS DECLARATION OF LAND PATENT SHALL NOT DENY OR INFRINGE ON ANY RIGHT, PRIVILEDGE OR IMMUNITY OF ANY OTHER ASSIGNEE TO ANY OTHER PORTION OF LAND COVERED IN THE ABOVE DESCRIBED PATENT OR GRANT.

IF THIS LAND PATENT IS NOT CHALLENGED BY A LAWFULLY QUALIFIED PARTY UNDER EXCLUSIVELY ORIGINAL U.S. JURISDICTION IN A COURT OF LAW WITHIN 60 DAYS FROM THE DATE OF FILING, THEN THE ABOVE DESCRIBED PROPERTY SHALL BECOME MINE AS AN ALLOIDAL FREEHOLD, AND THEN THIS LAND PATENT SHALL BE CONSIDERED UPDATED IN MY NAME, SUBJECT TO THE LIMITATIONS STATED HEREIN.

1) NOTICE AND EFFECT OF LAND PATENT A Grant of land is a public law standing on the statute books of the state, and is notice to every subsequent purchaser under the conflicting sale made afterward: Wineman vs. Gastrell, 54 FED, 819, 4 CCA 596, 2 US APP 581. A patent alone passes title to the Grantee: Wilcox vs. Jackson, 13 PET (U.S.) 498, 10 LED 264.
Where the United States has parted with title by a patent legally issued,

and upon surveys legally made by itself and approved by the proper department, the title so granted cannot be impaired by any subsequent survey made by the government for its own purposes, Cage vs. Danks 13, LA. ANN 128.
LAND TITLE AND TRANSFER The existing system of land transfer is a long and tedious process involving the observance of many formalities and technicalities, a failure to observe any one of which may defeat title, even where these have been most carefully complied with, and where the title has been traced to its source, the purchaser must be at his peril, there always being, in spite of the utmost care and expenditure, the possibility that his title may turn out bad: Yeakle, Torrence System 209.
If this Land Patent is not challenged, as stated above, within 60 days it then becomes my/our property, as no one else has followed the proper steps to get legal title. The final certificate or receipt acknowledging the payment in full by a homesteader or preemptor is not legal effect a conveyance of land. U.S. vs. Steenerson. 50 FED 504, 1 CCA 552, 4 U.S. APP 332.

A Land Patent is a conclusive evidence that the Patent has complied with the act of Congress as concerns improvements on land, etc. Jankins vs. Gibson, 3 LA ANN 203.

This Declaration is the only way a perfect title can be had in my/our names Wilcox vs. Jackson, 13 Pet. (U.S.) 498, 10 LED 264: all question of fact decided by the General Land Office binding everywhere, and injunctions and mandamus proceedings will not lie against it: Litchfield vs. The Register, 9 Wall. (U.S.) 575, 19, LED 681.

MEMORANDUM OF LAW ON RIGHTS, PRIVILEGES, AND IMMUNITIES

Transfer by patentee. . . "Title and rights of bona fide purchaser from patentee...will be protected." United States vs. Debel,

(1915, C8 SD) 227 F 760: United States vs. Beaman, (1917 CA8 Colo) 242 F 876: State vs. Hewitt Land Company, (1913) 74 Wash 573, 134 P 474 from 43USCS&15,n44. AS AN ASSIGNEE, WHETHER HE BE THE FIRST, SECOND, OR THIRD PARTY TO WHOM TITLE IS CONVEYED SHALL LOSE NONE OF THE ORIGINAL RIGHTS, PRIVILEGES, OR IMMUNITIES OF THE ORIGINAL GRANTEE OF LAND PATENT. The U.S. Constitution says in Article 1, Section 10: "No state shall impair the obligations of Contracts."

EQUAL RIGHTS

PRIVILEGES AND IMMUNITIES ARE FURTHER PROTECTED UNDER THE 14TH AMENDMENT TO THE U.S. CONSTITUTION WHICH SAYS: "No state...shall deny to any person within its jurisdiction the equal protection of the laws."

In cases of ejectment, where the questions who has the legal title the Patent of the government is unassailable. Sanford vs. Sanford, 139 U.S. 642, 35 L Ed 290.

In Federal courts the Patent is held to be the foundation of title at law. Fenn vs. Holmes, 21 Howard 481.

IMMUNITY FROM COLLATERAL ATTACK: Collins vs. Bartlett, 44 Cal 371; Weber vs. Pere Marquette Boom Co., 62 Mich 626, 30 NW 469; Surget vs. Doe, 24 Miss 118: Pittsmont Copper Co. vs. Vanina, 71 mont 44, 27 Pac 46; Green vs. Barker, 46 Neb 934 66 NW 1032.

THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS DECLARATION: CERTIFIED COPY OF LAND PATENT OR GRANT; LEGAL DESCRIPTION OF PORTION

OF SAID PATENT OR GRANT.

MEETS AND BOUNDS

BEGINNING at a point in the northerly sideling of Shunpike Road distant along the same 1191.70 feet from the intersection of the westerly sideline of Stonehedge Lane, produced southerly to intersect with said sideline of Shunpike Road produced easterly; and running thence

(1) North 25 degrees 30 minutes East 279.00 feet; running thence

(2) North 65 degrees 45 minutes West 193.88 feet; running thence

(3) South 8 degrees 15 minutes West 288.90 feet to the northerly sideline of Shunpike Road; running thence

(4) South 64 degrees 35 minutes East 108 .18 feet to the point and place of BEGINNING.

The above description was prepared in accordance with a survey prepared by Walter F. Van Treek, Jr., dated June 25, 1979.
Being the same premises conveyed to Howard Payntar under deed from Patrick Manning and Catherine Manning, his wife, dated May 4, 1907, recorded August 29, 1907 in Deed Book Y-18, page 234. The said Howard C. Payntar (also known as Paynter) died November 13, 1949 Intestate, leaving Ella J. Payntar, Widow; Howard L. Payntar, son and Robert C. Payntar, son, as his sole surviving heirs at law and next of kin. The said Ella J. Payntar died October 21, 1958. The said Robert C. Payntar died July 16, 1978 Intestate leaving Howard L. Payntar, his brother, as sole surviving heir at law and next of kin.

State of New Jersey
County of Morris

x _____
Stephen James De Biasse
ASSIGNEE

_____

NOTARY: Subscribed and sworn before me
this11 th day of Feb , 2004 //
Notary Public, State of New Jersey

JUDITH McMANUS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 30, 2004.

New Jersey State
Morris Vicinage
Morristown
Administration and Records Building - Court Street

I, Steven Gerard Wilkos, of full age, deposes and says:

1. Did hear witness on Friday, February 6, 2004, 12:17 P.M., the posting of a declaration of a land patent for 106 Shunpike Road, Madison, by Stephen James DeBiasse on a public bulletin board in the cafeteria on the 4th floor of the Administration and Records Building. The posting location was given after an inquiry was made at the public information desk on the 1st floor of said building as to where public postings are exhibited. The response was that the only place is in the aforementioned location.

2. Did examine the contents of the posted documentation which included the property's metes and bounds description, a notarized copy of the declaration of land patent, and a state certified copy of the original land patent.

Steven Gerard Wilkos

Subscribed and sworn to
before me this 17 rd day
of February, 2004

MICHAEL PLASKOTA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MAY 13, 2007

New Jersey State
Morris Vicinage
Morristown
Washington Building
Sheriff's Office

I, Steven Gerard Wilkos, of full age, deposes and says:

Did bear witness on Friday, February 6, 2004, 12:30 P.M., the posting of a declaration of a land patent for 106 Shunpike Road, Madison, by Stephen James DeBiasse on a public bulletin hoard in the Sheriff s office on the 4th floor of the Washington Building.

Did examine the contents of the posted documentation which included the property's metes and bounds description, a notarized copy of the declaration of land patent, and a state certified copy of the original land patent.

Steven Gerard Wilkos

Subscribed and sworn to
before me this 17rd day
of February, 2004

MICHAEL PLASKOTA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MAY 13, 2007

No. 05-560

IN THE

Supreme Court of the United States

STEPHEN J. DeBIASSE,

Petitioner,

v.

CHEVY CHASE BANK CORP., *et al.*,

Respondents.

ON PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE THIRD CIRCUIT

BRIEF IN OPPOSITION FOR RESPONDENTS CHEVY CHASE BANK CORP. AND ZUCKER, GOLDBERG & ACKERMAN

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Chevy Chase Bank Corp. and Zucker, Goldberg & Ackerman

198029

COUNSEL PRESS
(800) 274-3321 • (800) 359-6859

QUESTION PRESENTED

1. Whether a citizen is entitled to grant himself "letters patent" over a parcel of real property he acquired in the normal course, and then claim it to be thus protected from foreclosure by the entity which lent him the funds used to acquire the parcel of land.

[Negative answer sought by Respondents].

2. Whether the Court should exercise its discretion to review this case when the Third Circuit Court of Appeals determined it did not have jurisdiction to hear the underlying appeal and affirmed the District Court conclusion that there was no jurisdiction in the Federal Courts to hear this case.

[Negative answer sought by Respondents].

CORPORATE DISCLOSURE STATEMENT PURSUANT TO SUPREME COURT RULE 29.6

Respondent Chevy Chase Bank is a Federal Savings Bank and is a privately held company.

Respondent Zucker, Goldberg & Ackerman is a Limited Liability Partnership formed under the laws of the State of New Jersey.

INTRODUCTION

Certiorari should not be granted in this case as there is no federal question presented, no split of decision on any issue that has been presented and no basis for the filing of the complaint below. This case offers only a misguided attempt by a property owner to avoid repaying the funds used to purchase his home. There is nothing at hand that can be reviewed by this Court.

The Court should decline Petitioner's invitation to declare that his actions are somehow sanctioned by federal law. He can not give himself a document that has no legal import at all and claim that it serves as a forfeiture to his lender. There is no basis for him to claim that treaties that are over 200 years old serve to exempt him from paying a loan he took in 2003.

COUNTERSTATEMENT OF THE CASE

Petitioner has owned a parcel of real property in New Jersey since January 2003. After failing to pay his mortgage in December, 2003, a foreclosure was commenced. That case was disposed of in the Superior Court of New Jersey, ultimately by the entry of Judgment in favor of Respondent Chevy Chase Bank. During the foreclosure, Petitioner asserted that he was the recipient of a "land patent" which gave him superior rights to the parcel of real property and that it was immune therefore from foreclosure. Notwithstanding these assertions (which were supported only by a document purporting to be a "patent" to Petitioner executed by Petitioner), the foreclosure proceeded

At the time of Sheriff's sale in the foreclosure case, Petitioner filed suit in the District Court for the District of New Jersey. He asked the Court below to endorse his absurd

notion that he can somehow be shielded from foreclosure by granting himself "letters of patent." The case was dismissed after submissions requesting that relief were filed by Respondents Chevy Chase Bank, Zucker, Goldberg & Ackerman, the Morris County Sheriff's Office and Sheriff Edward Rochford. The dismissal was summarily affirmed by *per curiam* decision of the Third Circuit Court of Appeals.

Respondents hereby object to Petitioner's characterization of himself as the holder of "letters patent." Petitioner does not hold any right above that of a fee owner of a parcel of real estate that is encumbered by a mortgage. Petitioner has misrepresented his position both to the Court and to the Courts below.

Respondents similarly object to Petitioner's conclusions that he can create a patent in himself by filing a document to that effect with a County filing officer and that the effect of such a filing is to give him rights above those of the holder of the mortgage on the premises. All of those averred facts are objectionable as false and misleading statements.

REASONS FOR DENYING THE PETITION

The decision below does not conflict with a decision of this Court, any Court of Appeals, or any other Court. The decision is well grounded and there is clearly no jurisdiction, diversity or otherwise for the Federal Court to hear this case.

I. The questions presented by Petitioner are objectionable based upon the record below.

Respondents object to the questions presented by the Petitioner because they are not reflective of the questions presented below or at hand herein. This case presents a matter of the jurisdiction of the Federal Court to proceed on the

Complaint. Petitioner ignores that fact in his Petition. The District Court correctly found that there was no diversity of parties and no federal question presented. Thus, this matter was properly dismissed below and the Court of Appeals correctly affirmed that dismissal order.

Petitioner's explanation of the effect of a Land Patent is well stated. He just completely misunderstands that he can not grant himself a Land Patent in order to defeat creditors. Indeed, there would be no entity willing to lend, upon the security of real property, if Petitioner was correct in his assumptions.

II. There is no Circuit Split on The Question Presented.

The cases cited by Petitioner do not support his claim that there is a question at issue herein for this Court. *In Summa Corporation v. California*, 466 U.S. 198, 202 (1984), the Court heard a patent claim in which it first established that Petitioner's title dated back to 1839 and was created by a Land Patent from Mexico. A similar set of facts can not be established here. Indeed the Land Patent granting title to the Land in New Jersey allowed it to be sold in fee simple and no greater rights than that were sold to Petitioner when he purchased the lot.

Petitioner does not own a land patent as he seeks to define that term. He owns a parcel of land in fee simple. *See* Petition, Appendix. page 4. Any case that deals with the law pertaining to Land Patents is not on point herein because Petitioner does not own a land patent. Nevertheless, even the cases cited do not show a split of Circuits. Some of the cases are over a hundred years old and represent firmly established precedent. There is simply nothing for this Court to hear.

III. The Court should not exercise its discretion to review the Third Circuit Court of Appeals' decision that the Federal Court does not have jurisdiction to hear this matter.

Petitioner is the fee simple owner of a parcel of land located in the State of New Jersey. After his purchase of same in January, 2003, using funds loaned to him by Respondent Chevy Chase Bank, he filed documents called a "land patent" with the County recording officer. He now seeks to establish that his ownership is such that he can defeat the mortgagee's interests in a foreclosure case. In this matter, he has sued Chevy Chase Bank which holds the mortgage; the law firm of Zucker, Goldberg & Ackerman, a New Jersey limited liability partnership, the Sheriff of the County in which the property is located and the Superior Court of New Jersey.

The District Court and the Third Circuit Court of Appeals both found that Petitioner's complaint failed for lack of jurisdiction under both 28 U.S.C. § 1331 and 28 U.S.C. § 1332. *See Franchise Tax Board v. Construction Laborers Vacation Trust*, 463 U.S. 1, 27-28 (1983) (requiring the presentation of a substantial federal question to ensure the jurisdiction of the federal court); and *Grand Union Supermarkets of the Virgin Islands, Inc. v. H.E. Lockhart Management, Inc.*, 316 F.3d 408, 410 (3d Cir. 2003) (explaining that complete diversity requires that no plaintiff have the same citizenship and any one of the defendants).

CONCLUSION

For all the foregoing reasons, the Petition should be denied.

Respectfully submitted,

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No. 05-560

IN THE SUPREME COURT OF THE UNITED STATES

STEPHEN J. DeBIASSE,
Petitioner,

v.

CHEVY CHASE BANK CORPORATION, MORRIS COUNTY, NEW JERSEY AND MORRIS COUNTY, NEW JERSEY SHERIFF'S OFFICE
Respondents.

On Appeal From The United States Court of Appeals
For The Third Circuit
(3rd Circuit No.: 05-2452)

Circuit Court Judges: Alito, McKee and Ambro

RESPONDENT'S BRIEF IN OPPOSITION

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LIST OF PARTIES

All Parties appear in the caption of the case on the Cover page.

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COUNTER-STATEMENT OF FACTS

On or about January 7, 2003 Petitioner purchased property located at 106 Shunpike Road, Madison, New Jersey. In order to effectuate the purchase, Petitioner executed a standard mortgage contract with Chevy Chase Bank, FSB, Respondent, whereby Chevy Chase Bank would lend Petitioner a sum certain in exchange for a mortgage on the property. Thereafter Petitioner breached the terms and conditions of the mortgage.

On February 23, 2004, Chevy Chase Bank filed an action alleging that Petitioner breached the terms of the contract, and, therefore, the Bank was entitled to foreclose on the property pursuant to N.J.S.A. 2A:50-53, the New Jersey Fair Foreclosure Act.

On January 25, 2005, the Honorable Kenneth C. MacKenzie, P.J.Ch., entered default judgment against the

Petitioner.

Petitioner took title to the property subject to the mortgage which he voluntarily executed. Upon breaching the terms and conditions of the contract, Petitioner drafted self-serving documents which he claims are "Land Patents." (App. 7). It is Petitioner's claim that the "Land Patents" that he drafted, executed, filed and posted in the Morris County Administration Building, provide him with title to the property free and clear of any liens or encumbrances.

Petitioner has presented no information showing that Chevy Chase Bank agreed to discharge the mortgage based upon the "Land Patent," nor has it been shown that Chevy Chase Bank agreed to change or modify any of the terms and conditions of the mortgage contract based upon the self-serving documents.

Upon Chevy Chase Bank instituting foreclosure

proceedings, the matter was scheduled for a Sheriff's Sale on April 11, 2005. N.J.S.A. 2A:17-29 et seq. The Sheriff's Sale was adjourned pursuant to Petitioner's request. Ultimately, the Sheriff's Sale was adjourned indefinitely due to Petitioner's filing for bankruptcy and the automatic stay provision of the Bankruptcy Code. 11 U.S.C. § 362.

REASONS FOR DENYING THE WRIT OF CERTIORARI

POINT I

THIS COURT HAS NO JURISDICTION OVER ANY OF THE ISSUES PRESENT IN THIS CASE; THEREFORE, A WRIT OF CERTIORARI SHOULD NOT BE ISSUED.

"Federal courts are courts of limited jurisdiction. They possess only that power authorized by Constitution and statute, which is not to be expanded by judicial decree. It is to be presumed that a cause lies outside this limited jurisdiction . . . ." Kokkonen v Guardian Life Ins. Co. of America, 511 U.S. 375, 377 (1994). Petitioner presents no legal support for the proposition that a breach of a mortgage contract provides the federal court with jurisdiction over this matter.

This matter does not present a federal question. The issue of whether a "Land Patent" draft and filed with illicit self-

serving intent can discharge a mortgage is an issue of contract law, which is governed by state law, not federal law, nor by the United States Constitution or International Treaty. Thomas Group, Inc. v. Wharton Senior Citizen Housing, 163 N.J. 507, 522 (2000); e.g., White v. Burnley, 61 U.S. (20 How.) 235 (1857); Beavregard v. New Orleans, 59 U.S. (18 How.) 497 (1855). There are no constitutional protections from state foreclosure procedures. See, Hilgeford v. People's Bank, 776 F.2d 176, 179 (7th Cir. 1985). Nor are there any federal statutes which govern foreclosure procedures. Id. Accordingly, there is no federal question that has been presented to this Court.

Additionally, there is not complete diversity of citizenship among the parties upon which this Court can base jurisdiction. See, 29 U.S.C. §§ 1331, 1332. Petitioner is a New Jersey Citizen who owns property situated in New Jersey. The County of Morris and the Morris County Sheriff's Office are

each New Jersey entities over which the state court has jurisdiction. Thus, there is no diversity of jurisdiction among the parties which provides this Court with jurisdiction.

The Federal District Court and the Third Circuit Court of Appeals both determined that the federal courts do not have jurisdiction over this matter. (App. 1, 2). There is no basis to reverse these determinations. As such, it is respectfully submitted that this Court should deny Petitioner's petition for a writ of certiorari.

POINT-II

DISPOSITION OF PETITIONER'S PROPERTY IS NOT GOVERNED BY FEDERAL LAW NOR BY INTERNATIONAL TREATY; RATHER IT IS GOVERNED BY VALID STATE LAW; THEREFORE, THERE IS NO QUESTION PRESENTED FOR THIS COURT TO REVIEW.

Petitioner argues that the disposition of his property is governed by the Treaty of Paris. It is further argued that the Treaty of Paris prohibits the State of New Jersey and/or the Morris County Sheriff's Office from foreclosing on the property. Petitioner errs in making such claims.

There is no dispute in this case that Petitioner initially purchased the property through execution of a valid mortgage. The mortgage issued through Respondent, Chevy Chase Bank, required that Petitioner make periodic payments in an amount certain for a specified number of years. There has been no

evidence presented in this matter to suggest that the mortgage was discharged or in any way altered by agreement between the parties. Rather, Petitioner has failed to meet his obligations under the mortgage contract. Pursuant to the terms of the mortgage, and state law, Chevy Chase Bank was authorized to foreclose upon the property. See, N.J.S.A. 2A:50-53 et seq.

The "Land Patent," was written with a self-serving intent. Petitioner seeks to create in himself a greater right to the title than that which was created through the mortgage. "This is a blatant attempt by a private land owner to improve title by personal fiat." Nixon v. St. Joseph Mort. Co., 612 F. Supp. 253, 255 (N.D. Ind. 1985). These self-serving actions do not create any right that is protected by the Treaty of Paris, the United States Constitution nor by federal statute.

Neither the Treaty of Paris, the United States Constitution, nor any federal statute govern contractual

obligations under a mortgage or the foreclosure procedure. Thus, there is no question presented for this Court to review.

POINT III

LOWER COURTS HAVE DEEMED SIMILAR ACTIONS TO THIS ONE TO BE FRIVOLOUS AND IN VIOLATION OF APPLICABLE COURT RULES.

Petitioner has engaged in actions designed to perpetrate a fraud. He seeks to undo the terms and conditions of a valid mortgage contract by filing and posting a document he purports to be a "Land Patent." Petitioner admittedly drafted and filed the alleged "Land Patent" and allegedly placed the mortgagee on notice by posting the document in the Morris County Administration Building. Such actions should be considered fraudulent.

In two cases presented to the United States District Court for the Northern District of Indiana and appealed to the Seventh Circuit Court of Appeals, the Courts determined that sanctions were appropriate in cases such as this one. Nixon v.

St. Joseph Mortgage Co., Inc., 612 F. Supp. 253 (N.D. Ind, 1985), aff'd, 787 F.2d 595 (7th Cir. 1986); Hilgeford v. People's Bank, 607 F. Supp. 536 (N.D. Ind.); aff'd, 776 F.2d 176 (7th Cir. 1985), cert denied, 475 U.S. 1123 (1986). These determinations were made in large part based upon the Courts' findings that the documents at issue were drafted with self-serving intent. Id.

Fees pursuant to F.R.C.P. 11 were not assessed in this matter by the District Court. However, as a result of the Petitioner continuing to pursue this frivolous litigation the tax-payers of Morris County have been forced to expend a significant amount of money for defense of such claims. It is respectfully submitted that it would be appropriate for this Court to sanction the Petitioner and award costs and attorneys fees against him.

A writ should not be issued in this case, as Petitioner has acted fraudulently and has brought and maintained a frivolous

action. It is respectfully submitted that there is no basis for a writ to be issued.

CONCLUSION

For the foregoing reasons, it is respectfully submitted that a writ of certiorari not be issued in this matter.

Respectfully submitted,
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